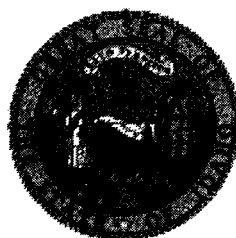


Bill To:
Various State Agencies
Located throughout
Idaho



Various State
Agencies

THIS NUMBER MUST APPEAR
 ON ALL DOCUMENTS

Various, ID 83701

Statewide Blanket Purchase Order

Statewide Blanket
Purchase Order
SBPO1167

Various State Agencies
DELIVER Located throughout Idaho
TO: ****
Various, ID 83701

Quoted By: John Keating

Date: Thu Nov 13, 2003

F.O.B: Destination

Terms: net 30

SYMANTEC CORPORATION
12801 Worldgate Drive, Suite 800
VENDOR: Herndon, VA 20170
Attn: Corporate Counsel
Vendor Nbr:

Fri Sep 26, 2003
Contract From
Date Wed Nov 03, 2004

Contract To Date:

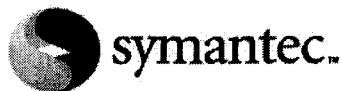
RFQ#: RFQ03727
DOC#: PREQ7136

Contact: MARK LITTLE 208 327 7359

Buyer: MARK LITTLE 208 327 7359

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		0.00
Total:				0.00

Blanket Comments:	CONTRACT SBPO1083 - AMENDMENT This Contract Amendment and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1083, dated November 5, 2002, (originally SBPO 170), for Anti Virus Software Licenses, for various State of Idaho Agencies, Institutions, and Departments, between Symantec Corporation, as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows: All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this AMENDMENT is SEPTEMBER 26, 2003. This Contract is amended per the attached ten (10) page document entitled "Government Alliance Program Master Contract." This Contract is extended for ONE (1) YEAR, commencing SEPTEMBER 26, 2003, and expiring NOVEMBER 3, 2004. The same terms, conditions, and prices, AS AMENDED, prevail for the contract Renewal period. A New Contract Number has been assigned to this Contract. It is shown in the upper right hand corner of the first page of this Contract. Please refer to this number for all transactions pertaining to this Contract. SIGNED AND DATED EXTENSION ACCEPTANCE LETTER FROM SYMANTEC CORPORATION ON FILE.			
Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	ANTI VIRUS SOFTWARE LICENSES CONTRACT SBPO1083 – AMENDMENT (208-53) (nt)	1 LOT	0.00	0.00
General Comments:				
Instructions:				
Freight / Handling Included in Price				
		By: MARK LITTLE		
Select an action. ▼ and Execute Action				



GOVERNMENT ALLIANCE PROGRAM

MASTER CONTRACT

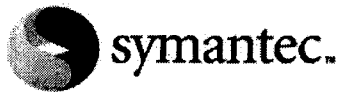
Licensee Name	State of Idaho
Effective Date of Master Contract (To be filled in by Symantec)	11/03/03
End Date of Master Contract (1 year from Effective Date of the Master Contract indicated above- To be filled in by Symantec)	11/03/04
Price Band Discount Level	Band E for Non-Enterprise
Master Contract Number (To be filled in by Symantec)	GPEØ11104IDAH0

1. This Government Alliance Program Master Contract (the "Master Contract") is entered into by and between Symantec and the undersigned licensee ("Licensee"). Licensee may purchase software (as defined hereinafter) licenses (the Band Level which is defined as the negotiated discount level at which Licensee can purchase from the reseller, is describe above and if applicable in Exhibit B), maintenance and support (as described in Section 4 below and Exhibit A attached hereto) for such licenses under the terms of this Master Contract.
2. In consideration for Licensee's agreement to the terms and conditions contained herein, Symantec grants Licensee the right to purchase software licenses, maintenance and support for any of Symantec's software available on price list referenced above in force at the time of purchase (the "Software").
3. Licensee shall submit a purchase order corresponding to the number of licenses of the Software which Licensee wishes to obtain with the authorized Symantec reseller which Licensee has selected for its purchases hereunder ("Reseller"). Furthermore, Licensee shall submit to Reseller one or more purchase order(s) for a media pack corresponding to the Software that Licensee wishes to obtain. Thereafter, Licensee shall place additional purchase orders for any additional licenses of the Software for which Licensee has already received a media pack. The minimum number of licenses per purchase by an individual Licensee is 10. The Software will not be legally licensed if Licensee fails to comply with the preceding.
4. Licensee shall purchase maintenance at a gold level or higher for any Software licensed hereunder in accordance with Symantec's maintenance and support terms and conditions applicable at the time of purchase of such support and maintenance, provided, however, that Licensee shall not be required to purchase such maintenance for Software which include gold level maintenance with the license purchase. In addition, Licensee shall maintain gold level or higher maintenance coverage throughout the term of this Master Contract for all Software licensed hereunder. For Software which does not include maintenance, for optional maintenance and support services selected by Licensee and for renewals of support or maintenance, Licensee shall submit to Reseller a purchase order specifying the titles and quantity of the Software for which Licensee is purchasing maintenance and/or support. Gold level maintenance (as described



in Exhibit A attached hereto ("Gold Maintenance")) purchases shall be on the terms contained herein and in Exhibit A. Any other level of maintenance and support purchases shall be on the terms contained herein and in the support and maintenance certificates (the "Support and Maintenance Certificates"). Support and Maintenance Certificates will be sent to Licensee to confirm purchase of maintenance and support hereunder after receipt by Symantec of a purchase order from Reseller.

5. The licenses granted hereunder are perpetual and paid up, subject to termination as provided herein. Symantec may terminate this Master Contract at any time upon ten days' written notice to Licensee if Licensee breaches any of its obligations hereunder and Licensee does not within such ten-day period remedy such breach. Upon termination of this Master Contract, the rights of Licensee to reproduce the Software shall end, and Licensee shall immediately destroy all copies of the Software in the possession or control of Licensee or its employees or contractors.
6. Licensee shall not use or make any copies of the Software until Symantec has countersigned this Master Contract and provided Licensee with a Master Contract number and a license certificate (as defined below) for such Software.
7. Licensee will use the Software under the terms and conditions contained in this Master Contract, the information contained on the front of the license certificate (the "License Certificate") and Symantec's license and warranty agreement accompanying the Software (also known as the end user license agreement or the "EULA"). The terms and conditions contained on the reverse side of the License Certificate shall be null and void as to the purchases placed under this Master Contract. The License Certificate will be sent to Licensee to confirm purchases hereunder after receipt by Symantec of each purchase order from Reseller. No money back guarantee, limited warranty nor any rights to use copies of the Software on home computers that may be contained in the EULA will be applicable to any Software licensed hereunder. In the event of any conflict between the terms and conditions in this Master Contract, those contained in any addendum to the Master Contract signed by both parties, in the License Certificate, in the Support and Maintenance Certificates and in the EULA, the order of priority shall be as follows: 1) any addendum to the Master Contract signed by both parties; 2) the Master Contract; 3) the License and Support and Maintenance Certificates and 4) the EULA. Licensee shall use the Software only in the quantities specified in the License Certificate(s) and only for its internal business purposes.
8. An auditor, selected by Symantec and reasonably acceptable to Licensee, may upon reasonable notice and during normal business hours, but not more often than once each year, inspect Licensee's records in order to confirm the legal usage of the Software. Symantec shall bear the costs of any such audit.
9. Certain Software utilize content which is updated from time to time (including but not limited to the following Software: antivirus software utilize updated virus definitions; content filtering software utilize updated URL lists; some firewall software utilize updated firewall rules; and vulnerability assessment products utilize updated vulnerability data; these updates are collectively referred to as "Content Updates"). Licensee shall have the right to obtain Content Updates for any period for which Licensee has purchased maintenance, or for any period for which Licensee has otherwise separately acquired the right to obtain Content Updates. This Master Contract does not otherwise permit Licensee to obtain and use Content Updates.



10. (a) Symantec shall pay all damages, costs and reasonable attorney's fees awarded against Licensee in connection with any claim or suit brought against Licensee to the extent that such claim or suit is based on a claim that Licensee's authorized use of the Software infringes a patent, copyright, trademark or trade secret. Licensee shall notify Symantec in writing of any such claim or suit promptly after Licensee first learns of it and shall co-operate fully with Symantec in connection with the defense thereof. Symantec shall have sole control of any such suit (including without limitation the right to settle on behalf of Licensee). Notwithstanding the foregoing provisions of this section, Symantec will have no liability for any infringement claim of any kind to the extent that it is based upon: (i) modification of the Software other than by Symantec; (ii) use of the Software in combination with any product not intended by Symantec to be combined with the Software; or (iii) use of the Software in a manner for which it was not designed.

(b) Symantec warrants that, for a period of thirty (30) days from the date of delivery of the Software to Licensee (the "Warranty Period"), the magnetic media upon which the Software is recorded will not be defective under normal use. Symantec will replace, at no charge, the defective part of the media returned to it within the Warranty Period.

(c) During the Warranty Period, Symantec warrants that the Software, under normal use and without unauthorized modification, will perform, in substantial compliance with the user manual accompanying the Software when used on that hardware and/or software for which the Software was designed (as stated in the user manual). If, during such Warranty Period, the Software fails to comply with this warranty and such failure is reported by Licensee to Symantec within the Warranty Period, Symantec's sole obligation and liability for breach of this warranty is, at Symantec's sole option, either: (i) to correct such failure; (ii) to replace the defective part of the Software; or (iii) to refund the license fees paid by Licensee for the defective part of the Software. This warranty shall not apply if Licensee attempts to modify the Software or uses the Software with any hardware or operating system other than that for which it was designed.

(d) EXCEPT AS SET FORTH EXPLICITLY HEREIN, SYMANTEC MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

(e) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AND, THEREFORE, THE FOLLOWING LIMITATION OR EXCLUSION MAY NOT APPLY TO THIS MASTER CONTRACT IN THOSE STATES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL SYMANTEC BE LIABLE TO LICENSEE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, OR LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL SYMANTEC'S TOTAL LIABILITY UNDER THIS MASTER CONTRACT EXCEED THE LICENSE FEES PAID BY LICENSEE FOR THE SOFTWARE LICENSED HEREUNDER.



11. All Symantec products and documentation are commercial in nature. The software and software documentation are "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable, Symantec's computer software and computer software documentation are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this Master Contract. Manufacturer is Symantec Corporation, 20330 Stevens Creek Blvd., Cupertino, CA 95014.
12. This Master Contract, Exhibit A to the Master Contract, Exhibit B ("Price Discount Document") to the Master Contract and any addendum to the Master Contract signed by both parties (collectively, the "Agreement") constitute the entire agreement between the parties with regard to the subject matter hereof. Any modification of this Master Contract and of any addendum to the Master Contract must be in writing and signed by both parties hereto. This Master Contract and the rights granted in this Master Contract may not be assigned, sublicensed or otherwise transferred in whole or in part by Licensee without Symantec's prior written consent, such consent not to be unreasonably refused.

Licensee Information

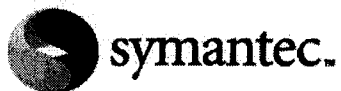
Licensee Name	STATE OF IDAHO
Contact Name & Title	MARK LITTLE, IT Purchasing Officer
Address	5569 KENDALL ST.
City, State/Province, Country and Postal Code	BOISE, ID 83720-0075
Phone Number	208-327-7359
Fax Number	208-327-7320
Contact - Email Address	mlittle@adm.state.id.us

Reseller Information

Please indicate the Symantec authorized reseller(s) of your choice. A list of Symantec authorized resellers may be viewed at <http://>_____.

Reseller (Company Name)	ASAP Software Express
Country	U.S.A.

Reseller (Company Name)	Computer Technology Group (CTG)
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Country U.S.A.

Reseller (Company Name)

Country

Symantec Information

Symantec Account Manager Brad Treesh

Country U.S.A.

Phone Number 503-614-2119

Email Address btreesh@Symantec.com

Licensee Signature

Licensee Name *STATE OF IDAHO*

Signature *[Handwritten Signature]*

Printed Name & Title *MARK LITTLE, IT Purchasing OFFICER*

Date *8/21/03*

Symantec Signature

Symantec Corp. ☒ Symantec Ltd. ☐ Symantec Japan, Inc. ☐

20330 Stevens Creek Boulevard Ballycoolin Business Park Shibuya Infoss Tower 16F, 20-1,

Cupertino, CA 95014 US Blanchardstown, Dublin 15, Ireland Sakuragaoka-cho, Shibuya-ku, Tokyo 150-0031 Japan

Signature *[Handwritten Signature]*

Printed Name & Title *TOM MARICH, VA PUBLIC SECTOR*

Date *11/1/03*

Approved

Legal

[Handwritten Signature]



**EXHIBIT A
TO THE MASTER CONTRACT**

GOLD MAINTENANCE

In consideration of Licensee's purchase of Gold Maintenance for any Software licensed hereunder, Symantec shall provide to Licensee gold technical support (as defined below) for such Software, combined with upgrade insurance (as defined below) and the right to use Content Updates for such Software, except for those Content Updates which Symantec elects to make available by separate paid subscription for the period specified in the support certificate. Gold Technical Support consists of support provided by telephone to two (2) designated Licensee support contact persons per product family during Symantec's regular business hours within the Territory, and through access to a secure gold support web site. Unless Licensee purchases additional support contacts, Licensee will only be entitled to two (2) designated support contact persons per support product family for which Licensee has purchase Gold Maintenance, regardless of the number of Gold Maintenance contracts purchased by Licensee. Upgrade Insurance is the right to use upgrades to the Software as they become generally available to Symantec's end user customers. An upgrade is any version of the Software which has been released to the public and which replaces the prior version of the Software on Symantec's Government Alliance program price list. All such upgraded Software is licensed to Licensee for use subject to all the terms and conditions, including without limitation disclaimers of warranties and limitation of liabilities, contained herein and in the EULA. Nothing in this Exhibit A shall be construed as separately licensing copies of the Software or increasing the number of copies of Software licensed to Licensee. Symantec reserves the right to designate specified Content Updates as requiring purchase of a separate subscription at any time and without notice to Licensee provided, however, that if Licensee purchases maintenance hereunder that includes particular Content Updates on the date of purchase, Licensee will not have to pay an additional fee to continue receiving such Content Updates through the term of such maintenance even if Symantec designates such Content Updates as requiring separate purchase..

EXHIBIT B
to the Government Alliance Program Agreement with the State of Idaho

PRICE DISCOUNT DOCUMENT

Symantec Value Program pricing for the State of Idaho

- Value Government and Academic Non-Enterprise Software at Band E pricing. This includes the following product sets and specific software applications:
 - AntiVirus - Norton AntiVirus
 - Enterprise Administration – Symantec Ghost and Symantec PcAnywhere



**GOVERNMENT ALLIANCE PROGRAM
CHANGES ADDENDUM TO THE MASTER CONTRACT**

Licensee Company Name	STATE OF IDAHO
Master Contract Number (To be filled in by Symantec)	G P E 0 1 1 1 0 4 I D A H O

1. This **Government Alliance Program Changes Addendum** ("Changes Addendum") is entered into between Symantec and the Licensee identified above. Symantec and Licensee are parties to the Master Contract bearing the Master Contract Number above ("Master Contract") and any Addenda thereto (the Master Contract and all Addenda thereto collectively referred to herein as the "Agreement"). The terms of the Agreement are incorporated into this Changes Addendum by reference, and capitalized terms used and not defined herein will have the meaning given therein. Except as modified by this Changes Addendum, the Agreement remains in full force and effect and unmodified. This Changes Addendum shall automatically expire on the End Date of the Master Contract.

2. The following sections are added to the Agreement.

13. Administration Fee and Authorized Agents. Licensee imposes a vendor administration fee of 1.25% on sales under any Agreement resulting from this negotiation. The fee will be paid by the Authorized Agent who initiated the sales hereunder. The Authorized Agents authorized to make sales hereunder are:

ASAP Software Express
Attn: Randall Lee
850 Asbury Drive
Buffalo Grove, IL 60089

Computer Technology Group (CTG)
Attn: Bobby Hunter
4795 Emerald St.
Boise, ID 83706

The administration fee must be included in submitted prices and cannot be added as a separate item.

- a. After receipt of payment from the contract purchases, all Authorized Agent administrative fees shall be payable to the State of Idaho no later than thirty (30) days after the end of each quarter.
- b. Vendor administrative fee and contract number should be noted on the check made payable to "Treasurer, State of Idaho" and remitted, along with the associated usage report, by the Authorized Agent to:
State of Idaho
Department of Administration
Division of Purchasing
5569 Kendall Street
Boise, ID 83720-0075



14. Reporting – Summary of Total Sales: The Authorized Agent shall furnish Licensee with a detailed summary of sales at the end of each quarter. By submission of these Sales Summary reports and corresponding vendor administrative deposits, the Authorized Agent is certifying their correctness. All such reports and fee deposits shall be subject to audit by the State of Idaho. Summary information shall be provided each quarter and shall include the following.

- a. State Contract Number
- b. Identity of purchaser
- c. Type of software sold
- d. Total sales of software/New license sales per quarter and year-to-date
- e. Total sales of upgrade (maintenance) releases and upgrades purchased per quarter and year-to-date
- f. Total sales per quarter and year-to-date

Failure to comply with these requirements may result in the Authorized Agent being found in default with Licensee, in which case any and all re-procurement costs and all outstanding vendor administrative fees may be charged against the defaulting Authorized Agent and may result in immediate, unilateral cancellation of this Agreement by Division of Purchasing, State of Idaho.

15. Web Site for State Contract: The Authorized Agent shall develop and maintain an Idaho State Contract Web Page either as a separate Web Page or as part of the Authorized Agent's existing Web Page on the Internet WWW to post the State Contract prices, enable ordering on-line, order statusing, and order history. This site, or a portion thereof, must be dedicated to the State of Idaho Agreement.

16. Ordering: The Authorized Agent shall receive orders for the software from Licensee, to include its state and local political subdivisions as well as educational entities as defined in Idaho Code § 67-2327, Public Agencies. The Authorized Agent shall invoice Licensee's entities based on the price list attached hereto as Exhibit A, which the Authorized Agent has submitted to Licensee. Such invoices will be in the form reasonably required by Licensee.

3. This section shall replace the last sentence in Section 11 of the Agreement "The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of such party to enforce such and every other provision. This Agreement is to be governed by and construed in accordance with the laws of the State of Idaho. This Agreement may not be assigned in whole or in part by either party without consent of the other, which consent shall not be unreasonably withheld. This Agreement, together with its Exhibits, is the entire agreement between the parties regarding the subject matter hereof and may be modified or waived only by a writing duly executed on behalf of both parties. No purchase order, invoice or similar memorandum will amend this Agreement, even if accepted in writing by the receiving party."

4. All other terms of the Agreement remain unchanged. In the event of a conflict between this Changes Addendum and any subsequent Changes Addendum signed by both parties, the document most recently signed by Symantec will control.

Licensee Signature

10



Licensee (Company Name) State of Idaho
Signature <i>[Signature]</i>
Printed Name & Title <i>Mark Little, IT Purchasing Officer</i>
Date <i>8/21/03</i>

Symantec Signature

Symantec Corp. <input checked="" type="checkbox"/> 20330 Stevens Creek Boulevard Cupertino, CA 95014 US	Symantec Ltd. <input type="checkbox"/> Ballycoolin Industrial Park Blanchardstown, Co. Dublin 15 Ireland	Symantec Japan, Inc. <input type="checkbox"/> Shibuya Infoss Tower 16F, 20-1, Sakuragaoka-cho, Shibuya-ku, Tokyo 150-0031 Japan
Signature <i>[Signature]</i>		
Printed Name & Title <i>TOM MARICH, VP PUBLIC SECTOR</i>		
Date <i>11/7/02</i>		

Approved
Legal
[Signature]

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